



STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu

WATER

IN THE MATTER OF THE PETITION OF)
ROXBURY WATER COMPANY FOR APPROVAL)
OF AN INCREASE IN RATES FOR WATER)
SERVICE)

ORDER ADOPTING INITIAL
DECISION AND STIPULATION

BPU DOCKET NO. WR09010090
OAL DKT NO. PUC01997-2009N

IN THE MATTER OF THE PETITION OF)
ROXBURY WATER COMPANY FOR)
AUTHORITY TO ENTER INTO CERTAIN)
FINANCING AGREEMENTS)

BPU DOCKET NO. WF09020158

(SERVICE LIST ATTACHED)

BY THE BOARD:

On January 29, 2009, Roxbury Water Company, ("Company" or "Petitioner"), a public utility of the State of New Jersey subject to the jurisdiction of the Board of Public Utilities ("Board"), filed a Petition pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, seeking to increase and revise its rates and charges for water service amounting to approximately \$419,130 or 28.42% above adjusted annual revenues ("Rate Petition"). Petitioner states that its request for a rate increase is sought in part because of its need to permit proper maintenance, to develop and improve its utility plant and to preserve, to the greatest extent possible, its financial integrity.

On February 26, 2009, the Company sought Board approval to enter into certain financing arrangements (Docket No. WF09020158), pursuant to N.J.S.A. 48:3-7, N.J.S.A. 48:3-9 and N.J.A.C. 14:1-5.9, necessary to fund the Company's on-going capital investment program ("financing Petition"). This is an integral part of the Company's overall economic plan and was considered in the Stipulation of Settlement ("Stipulation") and Initial Decision in the context of the Company's base rate case and its ability to provide safe, adequate and reliable utility service.

Specifically, The Company seeks financing approval from the Board to:

- 1) Lower the effective annual interest rate on a \$145,000 ten year note ("Note 1") executed in December, 2000, from 8.50% to 7.50%. All other terms remain unchanged.
- 2) Lower the effective annual interest rate on a \$450,000 ten year note ("Note 2") executed in December 2002 from 8.50% to 7.50%. All other terms remain unchanged.
- 3) Execute a new thirty year note ("New Note") in an amount up to \$1,200,000 with an annual interest rate of 7.50% to replace the current ten year note ("Note 5") in the amount of \$515,293 at 7.50% executed in July, 2004.
- 4) As within time approval, as within time, for: (a) six short term notes totaling \$156,000, executed in March 2008 that have remained outstanding for a period in excess of one year; (b) an equipment loan for a General Motors truck as a three year note, in the amount of \$51,448.00 at 0.0% interest; and (c) an equipment loan for a John Deere Excavator as a three year note, in the amount of \$87,020 at 0.9% interest.

Because of the interrelation of the rate and financing matters, the Board will consider these two dockets simultaneously.

The Company's initial rate request would have resulted in an increase in total Company revenues in the amount of \$419,130 or 28.42% over adjusted annual revenues. After extensive settlement discussions an increase of \$149,000 representing a 10.06% increase over total Company revenues was agreed to by the Parties.

BACKGROUND/PROCEDURAL HISTORY

Petitioner is a public water utility that provides water service to approximately 3,847 customers in portions of Roxbury Township, Morris County, New Jersey. As noted above, Petitioner filed a separate Rate Petition and Finance Petition.

The Rate Petition was transmitted to the Office of Administrative Law ("OAL") on February 18, 2009, as a contested case, and was assigned to Administrative Law Judge ("ALJ") Walter M. Braswell. The Finance Petition was not transmitted to the OAL.

The Company proposed to make its proposed rates effective March 6, 2009. At its February 24, 2009, agenda meeting the Board suspended the proposed rates until July 6, 2009, unless the Board prior to that date made a determination disposing of the petition,

On April 14, 2009, a pre-hearing conference was held in which counsel for the Company and the statutory parties to the case, the Department of the Public Advocate, Division of Rate Counsel ("Rate Counsel") and Board Staff ("Staff") (collectively, the Company, Rate Counsel and Staff are referenced herein as the "Parties") participated. There were no interveners in this matter. ALJ Braswell scheduled public and evidentiary hearings.

On May 18, 2009, a public hearing was held at the Senior Center, located in Roxbury Township, with ALJ Braswell presiding. No members of the public appeared and no comments were provided by the public for the record.

Subsequent to the public hearing the Parties engaged in a settlement conference on June 9, 2009. As a result of the settlement conference, the Parties reached a settlement on all issues in both matters and entered into a Stipulation. A copy of the Stipulation is attached.

The Stipulation provides for an increase of \$149,000 representing a 10.06% increase over total Company revenues. The Stipulation further recommends permitting the reduction in interest rates on Notes 1 and 2, approval to issue the New Note in the amount of \$1,200,000.00 which shall be used to eliminate short term debt and outstanding past due amounts on Notes 1, 2, 5 and the short term debt. Finally, the Stipulation recommends as within time approval of the short term debt and two equipment purchase.

ALJ Braswell issued his Initial Decision on June 24, 2009, recommending adoption of the Stipulation executed by the Parties, finding that the Parties had voluntarily agreed to the Settlement and that the Settlement fully disposes of all issues and was consistent with the law. No exceptions were received by the Board.

DISCUSSION AND FINDINGS

Pursuant to the Stipulation, the average bill for a single family residential Roxbury customer with a 5/8" meter using an average of 88,000 gallons of water per year is proposed to increase from the current rate of \$344.80 per year to \$379.48 per year, an increase of \$34.68 per year, or \$8.67 per quarter, or 10.06%.

The Board having reviewed ALJ Braswell's Initial Decision and the Stipulation among the Parties to this proceeding as to the Rate Petition, the Board HEREBY FINDS that the Parties have voluntarily agreed to the Stipulation, that the Stipulation fully disposes of all issues in the Rate Petition and is consistent with the law. The Board HEREBY FINDS the Initial Decision which adopts the Stipulation to be reasonable and in the public interest.

Accordingly, the Board HEREBY ADOPTS the ALJ's Initial Decision and the Settlement attached hereto, including all attachments and Schedules and Exhibits, as its own, incorporating by reference the terms and conditions as if fully set forth herein, subject to the following:

- a) The tariff sheets attached to the Stipulation as Exhibit A containing rates and charges conforming to the Stipulation and designed to produce the additional annual revenues to which the Parties have stipulated herein are HEREBY ACCEPTED.
- b) The Stipulated increase and the tariff design allocations for each customer classification are HEREBY ACCEPTED.

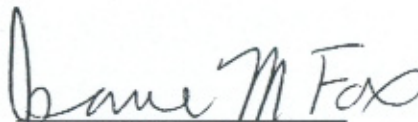
The Board independently reviewed the Financing Petition, the Stipulation and all relevant facts and proceedings and HEREBY FINDS that the parties voluntarily agreed to the Stipulation, that the Stipulation fully disposes of all issues in the Financing Petition and is consistent with the law and is reasonable and in the public interest. Therefore, the Board APPROVES the following loans identified in Docket No. WF09020158 to:

- a) lower the effective annual interest rate on Note 1 from 8.50% to 7.50%. All other terms shall remain unchanged.
- b) lower the effective annual interest rate on Note 2 from 8.50% to 7.50%. All other terms shall remain unchanged.
- c) execute the New Note with a term of thirty years and in an amount up to \$1,200,000 and an annual interest rate of 7.50% to replace Note 5, eliminate the short term debt and outstanding past due amounts on Notes 1, 2, 5 and the short term debt.
- d) As within time approval of the existing equipment loans.
- e) As within time approval of six short term notes totaling \$156,000 at rate of 7.50%.

The Board HEREBY DIRECTS the Company to submit a complete revised tariff conforming to the terms and conditions of the Stipulation and this Order within ten (10) days from the date of this Order.

DATED: 7/1/09

BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT


FREDERICK F. BUTLER
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

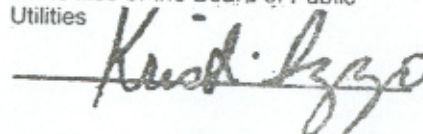

NICHOLAS ASSELTA
COMMISSIONER


ELIZABETH RANDALL
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities



In the Matter of the Petition of Roxbury Water Company for
Approval of an Increase in Rates for Water Service
BPU DKT. NO. WR09010090
OAL DKT. NO. PUC01997-2009N

And

In the Matter of the Petition of Roxbury Water Company for
Authority to Enter Into Certain Financing Agreements
BPU DKT NO. WF09020158

SERVICE LIST

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 01997-09

AGENCY DKT. NO. WR09010090

**IN THE MATTER OF ROXBURY WATER
COMPANY FOR APPROVAL OF AN
INCREASE IN ITS RATES FOR WATER
SERVICE**

Stephen B. Genzer, Esq., for petitioner (Saul Ewing, attorneys)

Anne Marie Shatto and **Cynthia L.M. Holland**, Deputy Attorney Generals, for
respondent (Anne Milgram Attorney General of New Jersey)

Susan McClure, Esq., and **Debra Robinson, Esq.** appearing on behalf of the
Division of Rate Counsel

Record Closed: June 22, 2009

Decided: June 24, 2009

BEFORE WALTER M. BRASWELL, ALJ:

This matter was transmitted to the Office of Administrative Law (OAL) on February 24, 2009 for resolution as a contested case pursuant to N.J.S.A. 16:41C-8.7(b)3.

A telephone pre-hearing conference was conducted on February 15, 2009. A public hearing was conducted on May 18, 2009. Evidentiary hearings were scheduled

for July 28 & 29, 2009. Prior to the hearing the parties advised that they reached a settlement. On June 22, 2009 a copy of the fully executed Settlement Agreement was received by the OAL indicating the terms of the agreement, which are incorporated herein by reference.

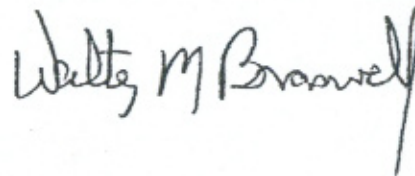
Having reviewed the contents of the attached Settlement Agreement, I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures and/or the signatures of their representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I approve the settlement and, therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.



June 24, 2009

DATE

WALTER M. BRASWELL, ALJ

Date Received at Agency:

Date Mailed to Parties:

ljb

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

RECEIVED
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

2009 JUN 19 P 4: 34

IN THE MATTER OF ROXBURY
WATER COMPANY FOR APPROVAL
OF AN INCREASE IN ITS RATES
FOR WATER SERVICE

BPU DOCKET NO. WR09010090
OAL DOCKET NO. PUC01997-2009N

IN THE MATTER OF ROXBURY
WATER COMPANY FOR AUTHORITY
TO ENTER INTO CERTAIN
FINANCING ARRANGEMENTS

BPU DOCKET NO. WF09020158

STIPULATION OF
SETTLEMENT

APPEARANCES:

Stephen B. Genzer, Esq. and Colleen A. Foley, Esq., Saul Ewing LLP, on behalf of Roxbury Water Company, Petitioner

Anne Marie Shatto, Deputy Attorney General, and Cynthia Holland, Deputy Attorney General, (Anne Milgram, Attorney General of New Jersey), on behalf of the Staff of the Board of Public Utilities

Susan E. McClure, Esq., Assistant Deputy Public Advocate, (Stefanie A. Brand, Rate Counsel), on behalf of the Department of the Public Advocate, Division of Rate Counsel

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

This Stipulation of Settlement addresses the issues raised in the two proceedings identified above. The Parties that have participated in these proceedings are as follows: Roxbury Water Company ("Roxbury," "Company" or "Petitioner"), the Division of Rate Counsel ("Rate Counsel"), and the Staff of the Board of Public Utilities ("Board Staff" or "Staff") (collectively, the "Signatory Parties"). There were no intervenors in either proceeding.

Rate Case Proceeding

As a result of an analysis of Petitioner's pre-filed testimony and exhibits, extensive discovery conducted by Rate Counsel and Board Staff, conferences, negotiations, and a public hearing held on May 18, 2009, in Roxbury Township, the Signatory Parties have come to an agreement on the issues in dispute in this matter. The Signatory Parties hereto agree and stipulate as follows:

The procedural history of the rate case matter is as follows:

On January 29, 2009, Roxbury Water Company, a public utility corporation of the State of New Jersey, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, filed a petition to increase rates for water service. Specifically, the Company requested a rate increase of \$419,130 or 28.42% above the adjusted annual level of revenues for the Rate Year ending June 30, 2009. The Board transferred the matter to the Office of Administrative Law as a contested case where it was assigned to Administrative Law Judge Walter Braswell.

Following appropriate notice in newspapers of general circulation in the Company's service territory, a public hearing was held on May 18, 2009, at the Senior Center, located in Roxbury Township, with Administrative Law Judge Walter Braswell presiding. No members of the public appeared. Subsequently, settlement discussions were held, and agreements reached during those discussions have resulted in the following stipulation by the Signatory Parties:

1. The Company's total rate base for purposes of this proceeding is agreed to be \$1,713,673.
2. The appropriate return on equity is agreed to be 10.3%. The Parties agree that this return on equity should result in an appropriate overall rate of return of 8.00%.
3. The Parties agree that utilizing an overall rate of return of 8.00% would result in

an overall additional revenue requirement of \$149,000. This amount was calculated as follows:

Rate Base	\$ 1,713,673
Rate of Return	<u>x 8.00%</u>
Required Operating Income	\$ 137,094
Test Year Operating Income	<u>\$ 28,495</u>
Deficiency	\$ 108,599
Revenue Conversion Factor	<u>x 1.37202</u>
Revenue Requirement	\$ 149,000

4. The Parties stipulate that a revenue increase of \$149,000, or 10.06% over present revenues, is an appropriate result of this matter. The Parties anticipate this increase being effective on or about July 1, 2009, but acknowledge that any increase or issue contained in this Stipulation, and approved by the Board, will become effective on the date of a fully executed written Board Order. The Parties agree that this revenue requirement represents the level of revenue which is necessary to ensure that the Company will continue to provide safe, adequate, and proper water service to its customers.

5. The Signatory Parties recommend the adoption by the Board of the attached tariffs (included as Exhibit A). Attached as Exhibit B is a Proof of Revenues.

6. The Signatory Parties agree that the Rate Design should reflect an across the board increase in the Company's rates of 10.06% for all services and classes of customers.

7. The Petitioner is continuing to evaluate its level of non-revenue water. The Petitioner agrees to prepare and to provide Board Staff and Rate Counsel with data on non-revenue water on a semi-annual basis.

Financing Proceeding

8. On February 26, 2009, the Company filed a petition in BPU Docket No. WF09020158 seeking Board approval of certain financing arrangements necessary to fund the Company's on-going capital investment program. This matter has not been transmitted to the Office of Administrative Law as a contested case; however, it is an integral part of the Company's overall economic plan and has been considered by the Signatory Parties in the context of the Company's base rate case and its ability to provide safe, adequate and proper utility service.

9. Specifically, the Company sought approval of the following actions:

Note #1: Is a ten year note at 8.50% annual interest rate in the amount of \$145,000 executed in December, 2000. The Company seeks Board approval to lower the effective annual interest rate to 7.5% for the remainder of the term of the loan. All other terms remain unchanged.

Note #2: Is a ten year note at 8.50% annual interest rate in the amount of \$450,000 executed in December, 2002. The Company seeks Board approval to lower the effective annual interest rate to 7.5% for the remainder of the term of the loan. All other terms remain unchanged.

Note #5: Is a ten year note at 7.50% annual interest rate in the amount of \$515,293 executed in July, 2004. The Company seeks Board approval to execute a new note with a term of thirty years and in an amount up to \$1,200,000 and an annual interest rate of 7.5%.

Short-Term Debt: Beginning in March, 2008, the Company executed a series of six notes at an annual interest rate of 7.5%, which were intended to be short-term (less than 1 year). Those notes total \$156,000. During the pendency of this matter, four of those notes have remained outstanding for a period in excess of one year. The Company seeks approval of these transactions as within time.

Equipment Loans: The Company executed two notes with vendors for the purchase of equipment that was necessary for the operation of the Company. In late 2007, the Company purchased a truck from General Motors and financed the purchase price of \$51,448 by executing a three year note at 0.0% annual interest with GMAC. In late 2008, the Company ordered an excavator from the John Deere Company and financed the purchase price of \$87,020 by executing a three year note at 0.9% annual interest with the manufacturer. The Company seeks approval of these transactions as within time.

10. The Company indicated that Notes #1, #2, #5 and the Short-Term Debt have all been negotiated with Roxbury Enterprises, LLC. Certain of the shareholders of the Company are also shareholders of Roxbury Enterprises, LLC. The Company states that due to its current financial situation, it has been unable to finance these loans from third parties on reasonable terms without personal guarantees of one or more of the principals of Petitioner. Therefore, the Company has agreed to the above method of financing through Roxbury Enterprises, LLC.

11. The Signatory Parties recommend that the Board grant the following: 1) approval to lower the annual interest rate to 7.5% on Notes #1 and #2; 2) approval to execute a new Note #5 in an amount not to exceed \$1,200,000 at an annual interest rate of 7.5% and for a term of thirty years, provided the proceeds from this new borrowing are utilized to eliminate the Company's current outstanding short-term debt and to pay all past due amounts on existing Notes #1, #2, #5 and the short-term debt; 3) as within time approval of those short-term notes that have now been outstanding in excess of one year; and 4) as within time approval of the existing equipment loans.

12. Except as expressly provided herein, the Petitioner, the Board, Board Staff, or Rate Counsel shall not be deemed to have approved, agreed to, or consented to any principle or methodology underlying or supposed to underlie any agreement provided herein and, in total or by specific item, is in no way binding upon them in any other proceeding, except to enforce the terms of this Stipulation. Also, all rates are subject to audit by the Board.

13. (a.) This Stipulation of Settlement ("Stipulation") is the product of extensive negotiations by the Signatory Parties, and it is an express condition of the settlement embodied by this Stipulation that it be presented to the Board in its entirety without modification or condition. It is also the intent of the Signatory Parties to this Stipulation that this settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein. The Signatory Parties to this Stipulation specifically agree that if adopted in its entirety by the Board, no appeal shall be taken by them from the order adopting same as to those issues upon which the Signatory Parties have stipulated herein.

(b.) The Signatory Parties agree that the within Stipulation reflects a mutual balancing of various issues and positions and is intended to be accepted and approved in its entirety. Each term is vital to this Stipulation as a whole, since the Signatory Parties hereto expressly and jointly state that they would not have signed this Stipulation had any terms been modified in any way. In the event any particular aspect of this Stipulation is not accepted and approved by the Board, then any Signatory Party materially affected thereby shall not be bound to proceed under this Stipulation.

(c.) The Signatory Parties further agree that the purpose of this Stipulation is to avoid protracted and costly litigation, and that with respect to any policy or other issues which

were compromised in the spirit of reaching an agreement, none of the Signatory Parties shall be prohibited from or prejudiced in arguing a different policy or position before the Board in any other proceeding, as such agreements pertain only to this matter and to no other matter.

14. This Stipulation may be executed in as many counterparts as there are Signatory Parties of this Stipulation, each of which counterparts shall be an original, but all of which shall constitute one and the same instrument.

ROXBURY WATER COMPANY

June 19, 2009
Date

By: Stephen B. Genzer *ck*
Saul Ewing LLP
Stephen B. Genzer, Esq.
Attorney for Petitioner

ANNE MILGRAM,
ATTORNEY GENERAL OF NEW JERSEY
Attorney for the Staff of the New Jersey
Board of Public Utilities

Date

By: _____
Anne Marie Shatto, DAG
Cynthia Holland, DAG

RONALD K. CHEN
PUBLIC ADVOCATE OF NEW JERSEY
DEPARTMENT OF THE PUBLIC ADVOCATE
STEFANIE A. BRAND, ESQ.,
DIRECTOR, DIVISION OF RATE COUNSEL

Date

By: _____
Susan E. McClure, Esq.
Assistant Deputy Public Advocate

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ROXBURY WATER COMPANY

June 19, 2009
Date

By: Stephen B. Genzer *cf*
Saul Ewing LLP
Stephen B. Genzer, Esq.
Attorney for Petitioner

ANNE MILGRAM,
ATTORNEY GENERAL OF NEW JERSEY
Attorney for the Staff of the New Jersey
Board of Public Utilities

June 19, 2009
Date

By: Anne Marie Shatto
Anne Marie Shatto, DAG
Cynthia Holland, DAG

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STEFANIE A. BRAND, ESQ.,
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Date

By: _____
Susan E. McClure, Esq.
Assistant Deputy Public Advocate

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ROXBURY WATER COMPANY

June 19, 2009
Date

By: Stephen B. Genzer *ck*
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Stephen B. Genzer, Esq.
Attorney for Petitioner

ANNE MILGRAM,
ATTORNEY GENERAL OF NEW JERSEY
Attorney for the Staff of the New Jersey
Board of Public Utilities

Date

By: _____
Anne Marie Shatto, DAG
Cynthia Holland, DAG

RONALD K. CHEN
PUBLIC ADVOCATE OF NEW JERSEY
DEPARTMENT OF THE PUBLIC ADVOCATE
STEFANIE A. BRAND, ESQ.,
DIRECTOR, DIVISION OF RATE COUNSEL

June 19, 2009
Date

By: Susan E. McClure
Susan E. McClure, Esq.
Assistant Deputy Public Advocate

ROXBURY WATER COMPANY
BPU #6 - WATER

FIRST REVISED TITLE PAGE
SUPERSEDING ORIGINAL TITLE PAGE

ROXBURY WATER COMPANY
OF
ROXBURY TOWNSHIP, MORRIS COUNTY

Date of Issue: July __, 2009

Effective for Service rendered on
and after July __, 2009

Issued by:

John F. Hosking, President
79 Sunset Strip
Succasunna, NJ 07876

Filed Pursuant to Decision & Order of the Board of Public Utilities in Docket No.
WR09010090 dated July __, 2009.

The approved tariff located in the Company's office is available for your review. The Company is responsible to maintain its tariff with any changes approved by the Board of Public Utilities and must, by State Law and regulations, maintain it in exactly the same format as the Company's tariff on file at the Board of Public Utilities, Two Gateway Center, Newark, NJ. The Division of Water and Sewer is on the 9th floor.

If, after you review this tariff and discuss it with appropriate Company employees, you still have questions regarding clarification or interpretations, please contact the Board of Public Utilities, Division of Water and Wastewater, Bureau of Rates and Tariff design at (973) 648-2275 or the Board's Division of Customer Assistance at 1-800-624-0241 or 1-973-648-2350 or at the Board's website address: www.nj.gov/bpu/.

You have the right to review this tariff at the Company's offices or at the Board's office in Newark. Your inquiries will be handled by the Board's staff in an expeditious manner in order to protect your rights as well as those of the water and/or sewer Company. Please feel free to exercise this right by telephone or by visiting the Board's offices at any time between the hours of 9:00AM to 5:00PM, Monday through Friday, or by writing a letter. The letter should contain the writer's name, address and phone number-including the area code. If the writer is a customer of record, the account number should be included.

The Company also has available in its office a leaflet entitled "An Overview Of Common Customer Complaints and Customer Rights." This is a summary of the most frequent customer complaints and rights; it does not include all customer rights or utility obligations.

The Board of Public Utilities is responsible for the final interpretation and enforcement of a utility's tariff provisions and rates. The utility is bound by New Jersey statutes and the Board's regulations. If a conflict should exist in the tariff that is detrimental to the customer, the Board's regulations supersede the tariff provision absent specific approval to the contrary by the New Jersey Board of Public Utilities. A utility company may provide for more liberal treatment than that provided for in the Board's regulations.

(Revised July, 2009)

Date of Issue: July __, 2009

Effective for Service rendered on
and after July __, 2009

Issued by:

John F. Hosking, President
79 Sunset Strip
Succasunna, NJ 07876

AN OVERVIEW OF COMMON CUSTOMER COMPLAINTS AND CUSTOMER RIGHTS

(I.) No public utility shall refuse to furnish or supply service to a qualified applicant. (N.J.A.C. 14:3-3.1).

(II.) The utility shall not place the name of a second individual on the account of a residential customer unless specifically requested by said second individual. (N.J.A.C. 14:3-3.2(b)).

(III.) A customer has the right to have any complaint against the utility handled promptly by that utility. (N.J.A.C. 14:3-7.6).

DEPOSITS

(IV.) If after notice of the methods of establishing credit and being afforded an opportunity, a customer has not established satisfactory credit, the utility may require a deposit. The deposit amount shall be determined by taking the cost of service for one year, dividing by twelve and multiplying that figure by 2. EX: 12 months total bills = \$763.54 divided by 12 = \$63.63 multiplied by 2 = \$127.26 deposit, or \$127.

(V.) The utility shall furnish a receipt to each customer that makes a deposit. If the deposit is provided by mail, internet or telephone, the utility may comply with this requirement by displaying the amount of the deposit on the customer's next bill. N.J.A.C. 14:3-3.4(i).

Each utility shall review a residential customer's account at least once every year and a nonresidential customer's account at least every two years. If this review indicates that the customer has met the utility's standard requirements for establishing credit, the utility shall refund the customer's deposit. N.J.A.C. 14:3-3.5(a).

Interest payments on the customer deposits held to secure residential accounts shall be made to the customer at least once during each 12-month period in which a deposit is held. N.J.A.C. 14:3-3.5(g).

When a utility refunds a deposit or pays a customer interest on a deposit, the utility shall offer the customer the option of a credit to the customer's account or a separate check. In either case, the utility shall provide the full refund or payment

Date of Issue: July __, 2009

Effective for Service rendered on
and after July __, 2009

Issued by:
John F. Hosking, President
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within one billing period after the review required under N.J.A.C. 14:3-3.5(a) is completed, or after the interest payment is due, as applicable, unless other reasonable arrangements are made between the customer and the utility. N.J.A.C. 14:3-3.5(h).

(VI.) Where a water or sewer utility furnishes unmetered service, for which payment is received in advance, it may not require a deposit. (N.J.A.C. 14:3-3.4(j)).

DEFERRED PAYMENT AGREEMENTS

(VII.) A customer is entitled to at least one deferred payment plan in one year. In the case of a residential customer who receives more than one utility service from the same utility (ex: water and sewer; gas and electric) and the amount which is in arrears is a combination of those services, the utility shall offer a separate deferred payment agreement for each service based on the outstanding balance for that service. (N.J.A.C. 14:3-7.7(b)2). The Company MUST renegotiate the deferred payment agreement should the customers financial situation change significantly. The Company must also issue a new discontinuance notice each time it intends to shut-off service, including defaults on the terms of the agreement. In the case of a residential customer who receives more than one utility service from the same utility and has subsequently entered into an agreement for each separate service, default on one such payment agreement shall constitute grounds for discontinuance of only that service. (N.J.A.C. 14:3-7.7(f)).

DISPUTES AS TO BILLS

(VIII.) A water and sewer utility shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute provided the undisputed charges are paid and a request is made to the Board of Public Utilities within five (5) days for investigation of the disputed charge. The Company must advise the customer of their right to appeal to the Board of Public Utilities. (N.J.A.C. 14:37.6(b)).

NOTICE OF DISCONTINUANCE FOR NONPAYMENT

(IX.) A customer has at least fifteen (15) days to pay a bill. A water and/or sewer utility may not discontinue water and sewer service unless written notice giving the customer at least ten (10) days notice prior to the proposed discontinuance. The notice shall not be given until after the expiration of the said

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fifteen (15) day time to pay a bill. (N.J.A.C. 14:3-3A.3). The notice shall contain sufficient information for the customer to notify the Board of Public Utilities of the nature of the dispute. The utility shall make a good faith effort to determine which of its residential customers are over 65 years of age, and shall make good faith efforts to notify such customers of discontinuance of service by telephone in addition to notice by regular mail. This effort may consist of an appropriate inquiry set forth on the notice informing customers that they may designate a third party to receive notice of discontinuance. Utilities shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party as well as to the customer of record. (N.J.A.C. 14:3-3A.4(c)).

BASIS OF DISCONTINUANCE OF SERVICE

(X.) New Jersey State Holiday: Public utilities shall not discontinue residential service except between the hours of 8:00AM and 4:00PM Monday through Thursday, unless there is a safety related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, and Sundays or on the day before a holiday or on a holiday absent such emergency.

(XI.) The occupant of a multiple family dwelling has the right to be notified of a pending service discontinuance at least fifteen (15) days prior to the service being discontinued.

PROVIDING INFORMATION TO CUSTOMERS

(XII.) Each utility shall, upon request, furnish its customers with such information as is reasonable in order that the customers may obtain safe, adequate and proper service. (N.J.A.C. 14:3-3.3(a)). Each utility shall inform its customers, where peculiar or unusual circumstances prevail, as to the conditions under which sufficient and satisfactory service may be secured from its system. (N.J.A.C. 14:3-3.3(b)). Each utility shall supply its customers with information on the furnishing and performance of service in a manner that tends to conserve energy resources and preserve the quality of the environment. (N.J.A.C. 14:3-3.3(d)).

METERS

(XIII.) The utility must provide for one free meter test within a year if the customer so requests it. The customer can request that the Company or the Board may test the meter. A meter of a

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customer who has a complaint filed with the Board reflecting on the accuracy of the meter shall not be removed from service by the utility during the pendency of said complaint or during the following thirty (30) days unless otherwise authorized or directed by the Board. (N.J.A.C. 14:3-4.8(c)). When a billing dispute is known to exist, the electric, gas or water utility shall, prior to removing the meter, advise the customer that they may have the meter tested by the utility or may have the Board either conduct a test of the meter or witness a testing of the meter by the utility, and that in any event the customer may have the test witnessed by a third party. (N.J.A.C. 14:3-4.5(c)). A meter test arising from a billing dispute may be appropriate in instances which include, but not limited to, unexplained increased consumption, crossed meters, consumption while an account is vacant or any other instance where the meters accuracy might be an issue in a bill dispute. (N.J.A.C. 14:3-4.5(d)).

(XIV.) Whenever a water meter is found to registering fast by more than one and one-half percent, an adjustment of charges shall be made in accordance with the following: (1) If the date when the meter had first become inaccurate can be ascertained then the adjustment shall be such percentage as the meter is found to be in error at the time of test adjusted to 100 percent on the amount of the bills covering the entire period that the meter has registered inaccurately. (2) In all other cases the adjustment shall be such percentage as the meter is found to be in error at the time of the test on one-half of the total amount of the billing affected by the fast meter adjusted to 100 percent since the previous test. No adjustment shall be made for a period greater than the time during which the customer has received service through that meter. No adjustment shall be made for a meter that is found to be registering less than 100 percent except in the case of meter tampering, non-registering meters or in circumstances in which the customer should reasonably have known that his bill did not reflect his usage. (N.J.A.C. 14:3-4.6).

(XV.) A utility must maintain records of customers accounts for each billing period occurring within a six (6) year period. Such records shall contain all information necessary to permit computation of the bill. (N.J.A.C. 14:3-6.1(b)).

(XVI.) Bills rendered must contain the following information: (a) The meter readings at the beginning and end of the billing period; (b) The dates on which the meter is read; (c) The number and kind of units measured; (d) Identification of applicable rate schedule or a statement that the applicable rate schedule will be furnished on request; (e) The amount of the bill; (f) A distinctive marking to indicate an estimated, averaged or a

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remote meter index; (g) An explanation or statement of any conversion from meter reading to billing units or any other calculations or factors used in determining the bill; and (h) The gross receipts and franchise tax statement. (N.J.A.C. 14:3-7.2).

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TERRITORY SERVED

1. TERRITORY TO WHICH TARIFF APPLIES

Water works and system service to franchised area
in the Townships of Roxbury, Mine Hill, Morris
County, New Jersey.

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STANDARD TERMS AND CONDITIONS

2. RULES AND REGULATIONS

Roxbury Water Company has adopted the rules and regulations of the Board of Public Utilities of the State of New Jersey.

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STANDARD TERMS AND CONDITIONS

3. APPLICATION FOR SERVICE CONNECTION

Written application for service connection shall be made to this Corporation before any connection shall be installed.

4. TERMINATION AND RESUMPTION OF SERVICE

For resumption of service after discontinuance of service due to non-payment, and for resetting a meter there shall be a charge of: . . . \$40.00.

5. BAD CHECK CHARGE

For the receipt of a negotiable instrument from a customer or other third party, in payment of a bill, charge, or deposit due and such instrument is subsequently dishonored or uncollectible for any reason, the Company shall charge a handling charge equal to and set at the actual amount charged by the Company's bank or other unaffiliated vendors.

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TERMS OF PAYMENT: Bill will be rendered on a three (3) month basis and will become due and payable fifteen (15) days after the date of mailing.

WATER TAX: The State of New Jersey enacted Ch. 443 of the Laws of New Jersey 1983 connecting the periodic testing of public water supplies which establishes a water tax of \$0.01 per 1,000 gallons of water. This tax is reflected and included in the consumption charge.

CONDITIONS: Subject to "Standard Terms and Conditions".

TERMS & CONDITIONS: Service charges are calculated on a daily basis from the first day of each billing quarter through the date of which service is terminated.

Service charges are calculated on a daily basis from the day service is established through the last billing date of the quarter.

MULTI-USE SERVICE: Multi-use service means water service that is supplied to a structure using a single service line for use in both a fire suppression system inside a structure, such as an automatic sprinkler system, as well as for domestic service.

General Terms and Conditions: By applying for multi-use service, the customer agrees to be responsible for all claims, costs, and liability for personal injury, death and/or property damage, resulting from the customer's individual water system, unless

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caused by the negligence of the water utility.

Conditions: By applying for multi-use service, the customer or builder certifies that:

- (1.) The customer or builder has hydraulically calculated the demand for the customer's or builder's water system, based on the simultaneous domestic demand and fire sprinkler demand. The customer or builder shall make this calculation in accordance with the Uniform Construction Code; and
- (2.) The customer or builder will ensure that the system is installed in accordance with the Uniform Construction Code at 5:23; and
- (3.) The customer will, prior to installation of the meter, obtain a construction permit in accordance with the Uniform Construction Code from the enforcing agency having jurisdiction over the system.

Provision of Service: By applying for multi-use service, and operating the same, the customer agrees:

- (1.) To include a backflow prevention device(s) as defined at 7:10-1.3, and as specified at 7:10-10.3;
- (2.) To be solely responsible for all costs and expenses relating to the installation, operation, maintenance repair and replacement of the customer's water system, including the fire suppression system and backflow prevention device(s);
- (3.) To ensure that the customer's water system complies with the applicable requirements of the Uniform Construction Code in effect at the time of system installation, including any applicable building, plumbing and fire protection subcodes; and

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(4) To ensure that the customer's water system is maintained in accordance with all applicable law so as to protect against backflow, back-siphonage and contamination of the potable water system.

Terms of Payment: A water utility may terminate a customer's multi-use service for non-payment of a valid water bill for multi-use service, in accordance with the Board's rules governing discontinuance of service at 14:3-3.6.

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RATE SCHEDULE NO. 1

GENERAL METERED SERVICE

APPLICABLE TO THE USE OF SERVICE for: All water supplied through meters in territory franchised and served.

CHARACTER OF SERVICE: Continuous, except as limited by "Standard Terms and Conditions."

FIXED SERVICE CHARGE: A fixed service charge shall be paid quarterly in accordance with the following schedule:

<u>SIZE OF METER</u>	<u>FIXED SERVICE CHARGE PER QUARTER</u>
5/8 Inch	\$ 22.50
1 Inch	\$ 56.25
1 1/2 Inch	\$ 112.50
2 Inch	\$ 180.00
3 Inch	\$ 337.50
4 Inch	\$ 562.50
6 Inch	\$1,125.00

CONSUMPTION CHARGES: In addition to the fixed service charge, a consumption charge of \$3.29¹ per 1,000 gallons for all metered water will be billed quarterly.

¹Includes \$0.01 for Public Water Testing Tax.

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RATE SCHEDULE NO. 2

MUNICIPAL SERVICE

APPLICABLE TO USE OF SERVICE FOR: Annual Fire Protection charges to municipality for territory franchised and served.

CHARACTER OF SERVICE: Continuous except as limited by "Standard Terms and Conditions".

RATE: Hydrant Charge - Annual charge of \$252.89 for fire hydrant in public right of way to be used exclusively for the extinguishment of fires.

TERMS OF PAYMENT: Bill will be rendered on a three (3) month basis and will be payable, net cash, within fifteen (15) days of the rendering of the bill.

CONDITIONS: Subject to "Standard Terms and Conditions".

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RATE SCHEDULE NO. 3

PRIVATE FIRE PROTECTION

APPLICABLE TO USE OF SERVICE FOR: Other customers having private fire protection (sprinkler systems) in territory franchised and serviced.

CHARACTER OF SERVICE: Continuous except as limited by "Standard Terms and Conditions".

RATE: (a) Annual charge of \$367.16 per system.
(b) Water for any use other than fire protection shall be charged for at the regular schedule of meter rates.

TERMS OF PAYMENT: Bill will be rendered on a three (3) month basis and will be payable, net cash, within fifteen (15) days of the rendering of the bill.

CONDITIONS: Subject to "Standard Terms and Conditions".

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MISCELLANEOUS CHARGES

TERMINATION: There shall be a \$24.00 reconnection fee for Turn On of service after service has been physically discontinued due to a customer request.

APPLICABILITY: See "Standard Terms and Conditions".

CHARACTER OF SERVICE: See "Standard Terms and Conditions".

TERMS OF PAYMENT: See "Standard Terms and Conditions".

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1. EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR
DIMINISHED SUPPLY.

1.1 Discontinuance of service for failure to comply with use
restrictions.

For compliance by the utility in good faith with any governmental order or directive, notwithstanding that such order or directive subsequently may be held to be invalid. The Company may, upon reasonable notice, as set forth in Sections 2.1 and 2.3 herein, suspend, curtail, or discontinue service pursuant to N.J.S.A. 48:2-23, and N.J.S.A. 48:2-24, and N.J.A.C. 14:3-3.6 for any of the following acts or omissions on the part of the customer:

- (1) Connecting or operating any piping or other facility, including but not limited to lawn sprinkling on the customer's premises, in such a manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective; or
- (2) Continuing waste of water by customers after notice from the utility through improper or imperfect pipes, fixtures or failure to comply with restrictions; or
- (3) Failure to comply with the Standard Terms and Conditions contained in this tariff or failure to comply with any State law, or the rules, regulations, orders or restrictions of any government authority having jurisdiction.

1.2 Water service shall be restored when the conditions under which such service was discontinued, as specified above, are corrected and upon payment of the SPECIAL RESTORATION OF SERVICE CHARGE of \$115.00 for each restoration.

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- 2.1 The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, if because of emergencies beyond the control of the Company, including governmental mandate, service is interrupted, irregular, defective or fails, the Company will not be liable for damage or inconvenience resulting therefrom. In the event of any extraordinary demand and/or diminished supply, the Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut-off the water in its mains and pipes. In such case, the Company shall advise its customers by placing a prominent advertisement detailing the conditions and restrictions in a newspaper of general circulation in the utility service area. The notice will state the purpose and probable duration of the restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other sections of this tariff.
- 2.2 The Company may restrict water service during certain periods, where the Company advises the Board of Public Utilities, in order to protect public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or the Department of Environmental Protection pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection and the Board of Public Utilities by each utility by the speediest means of communications available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3A.1, within one week. Thereafter, the utility shall provide weekly reports for the duration of the emergency.

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- 2.3 When the supply of water to individual customers is to be shut-off or curtailed for failure to comply with emergency water restrictions imposed because of extraordinary demand or diminished supply, the Company shall advise customers by placing a doortag on the front door of the home of the individual(s) in violation of the restrictions, at least twenty-four (24) hours prior to discontinuance or curtailment or by giving another form of notice acceptable to the Board of Public Utilities. The Company will advise business and commercial customers, in writing, by mailing a notice to the customers, billing address. In the case of doortags, they shall be sequentially numbered and include the date, time and nature of the violation and the procedure for restoration of service. All such notices shall be accounted for by the utility.

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Proof of Revenues

Percentage Increase 1.10059364

General Metered Service

Fixed Service Charge

Meter Size	12/31/2008		12/31/2008		Rate		Tariff		-----Revenues-----		Proposed	
	Actual	# of Cust.	Actual	# of Bills	Year	# of Cust.	Year	Rate	12/31/2008	Test Year	Rate	Proposed Revenues
5/8	3,640		14,560		3,651	14,604	\$ 20.42	\$ 20.42		\$ 297,315	\$ 298,214	\$ 328,590
1	138		552		142	568	\$ 51.06	\$ 51.06		28,185	29,002	31,950
1 1/2	24		96		25	100	\$ 102.12	\$ 102.12		9,804	10,212	11,250
2	28		112		29	116	\$ 163.39	\$ 163.39		18,300	18,953	20,880
3	13		52		13	52	\$ 306.36	\$ 306.36		15,931	15,931	17,550
4	2		8		2	8	\$ 510.60	\$ 510.60	-	4,085	4,085	4,500
	3,845		15,380		3,862	15,448			373,108	373,619	376,397	414,720

Consumption Charges (1,000 gallons)

Actual 2008

Test Year Average 2008	333,632 gallons	\$ 2.99	997,580
Rate Year	335,107 gallons	\$ 2.99	1,001,970
			1,102,502

Total General Metered Service

	1,360,093	1,371,199	1,378,367	1,517,222
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Fire Service - Hydrants

Municipal	375	86,217	86,164	87,083	\$ 252.89	95,845
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Private	37	12,035	12,343	12,676	\$ 367.16	13,952
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Other Revenues

	1,952	3,081	3,081	3,081
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Rounding

Total Revenues	\$ 1,460,298	\$ 1,472,787	\$ 1,481,207	108	\$ 1,630,207
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